

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

**A.P.G., an infant, by his mother and next
friend, BRITTANY M. JONES**

Plaintiff,

v.

FISHER-PRICE, INC.; MATTEL, INC.;
WAL-MART.COM USA, LLC;
WALMART INC.; WAL-MART
STORES EAST, LP; and WAL-MART
ASSOCIATES, INC.,

Defendants.

Case No. 3:22-cv-00112-DJN

**AMENDED UNOPPOSED MOTION TO SEAL THE PLAINTIFF'S
UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT AND RELEASE**

Plaintiff A.P.G. an infant, by his mother and next friend, Brittany Jones (“Plaintiff”), by and through the undersigned counsel, and pursuant to the Court’s June 9, 2023 Order (Modifying Order Granting Motion to Seal) ECF. No. 106, Local Civil Rule 5, and the Memorandum of Understanding Regarding Settlement executed by the parties on May 25, 2023, and moves the Court to retain an un-redacted copy of the Unopposed Motion for Approval of Settlement and Release (the “Motion”) and publicly redact only (1) the total settlement amount, (2) the proposed net amount for A.P.G., and (3) the requested attorney’s fee amount because that number with the identified requested percentage could be used to calculate the total settlement amount as provided within the Motion. In support of this Motion, Plaintiff states:

1. On May 25, 2023, the parties reached a settlement in this matter. As reflected in the executed Memorandum of Understanding Regarding Settlement, a key non-monetary term for the settlement was for the settlement amount to be confidential.

2. Courts recognize the importance of confidentiality provisions and, as a matter of public policy, enforce such provisions. *I PEE Holding, LLC v. Va. Toy & Novelty Co.*, Civil Action No. 1:18-cv-1564 (AJT/TCB), 2020 WL 2738224 (E.D. Va. 2020) (sealing a confidential settlement agreement); *In re Zetia (Ezetimibe) Antitrust Litig.*, No. MDL No. 2:18-md-2836, 2018 WL 6795835 (E.D. Va. 2018) (same); *see generally Jessup v. Luther*, 277 F.3d 926, 928 (7th Cir. 2002) (“Parties who settle a legal dispute rather than pressing it to resolution by the court often do so, in part anyway, because they do not want the terms of the resolution to be made public.”).

3. In addition to the confidentiality provisions, Plaintiff requests that the amount of the settlement remain confidential to protect the minor child, A.P.G.

4. A.P.G. is four-years old and under a permanent and severe disability. “Courts have repeatedly held that minors’ privacy interests in medical and financial information, such as that reflected in the settlement agreement and settlement documentation, overcome the common law right of access in granting motions to seal.” *Mears v. Atlantic Southeast Airlines, Inc.*, No. 5:12-CV-613-F, 2014 WL 5018907, at *3 (E.D.N.C. Oct. 7, 2014); *see also Webster Groves Sch. Dist. V. Pulitzer Publ'g Co.*, 898 F.2d 1371, 1375 (8th Cir. 1990) (holding that minor’s privacy rights justified closing proceedings and sealing the file); *Wittenberg v. Winston-Salem/Forsyth Cnty. Bd. of Educ.*, No. 1:05cv00818, 2009 WL 1684585, at *2-3 (M.D.N.C. June 16, 2009) (granting a Motion to Seal a minor settlement agreement in order to protect the minor’s privacy);

5. Indeed, “public disclosure of the settlement amount could expose the minor to scam artists, financial predators, and other fraudsters.” *M.G.M. v. Keurig Green Mountain, Inc.*, 2022 WL 6170557, at *3 (M.D.N.C. Oct. 7, 2022). This is especially true where the mother’s name is already in the public record and “could provide an entry point for such criminals to make inroads with this vulnerable plaintiff and prey on him when he becomes of age.” *Id.*

6. For these reasons, the Court should seal the portion of the Motion which contains the settlement amount. *See id.* (holding that “there is a compelling interest in protecting the private financial information of the minor, and that this outweighs the public’s right of access to the settlement agreement” and that “sealing the amount is narrowly tailored.”). Plaintiff submits contemporaneously with this Amended Motion a copy of the Unopposed Motion for Approval of Settlement and Release which only redacts (1) the total settlement amount, (2) the proposed net amount for A.P.G., and (3) the requested attorney’s fee amount because that number with the identified requested percentage could be used to calculate the total settlement amount.

WHEREFORE, Plaintiff requests that the Court grant this Motion, retain under seal the settlement amounts identified in the Unopposed Motion for Approval of Settlement and Release to the extent the Court deems appropriate, and grant such other and further relief as the Court deems just and proper.

Respectfully submitted this the 14th day of June, 2023.

s/ Michael Krol

Michael Krol

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CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that the foregoing **Amended Unopposed Motion to Seal the Unopposed Motion for Approval of Settlement and Release** was filed by counsel for the Plaintiff and served on the following parties via CM/ECF notification:

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This, the 14th day of June, 2023.

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